

**LICENSE AGREEMENT FOR
CHESTERFIELD COUNTY DIGITAL TAX MAP**

This Agreement is made and entered into this ____ day of _____, _____, by and between the COUNTY OF CHESTERFIELD, VIRGINIA, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "LICENSEE."

W I T N E S S E T H :

WHEREAS, the COUNTY has developed a digital tax map product describing the physical characteristics, jurisdictions, divisions, and subdivisions of Chesterfield County, hereinafter referred to as "digital tax maps,"

WHEREAS, the LICENSEE desires to obtain a limited license to use certain digital tax maps upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the payment noted in Section 3 of this Agreement and the mutual covenants contained herein, the LICENSEE and the COUNTY hereby agree as follows:

1. LICENSE.

A. The COUNTY hereby grants to the LICENSEE a nontransferable and nonexclusive right to use the digital tax maps according to the terms and conditions set forth in this LICENSE AGREEMENT. The original owner, COUNTY, retains the ownership of the digital tax maps and all data contained therein. The COUNTY does not transfer any ownership, and the LICENSEE may not reproduce, transfer, lease, assign, sublicense, or transmit in any form or by any means the digital tax maps or any portion thereof without the prior written consent of the COUNTY.

B. Through this LICENSE AGREEMENT, the LICENSEE may print and/or make paper copies of graphic data, abstracts, full text or portions thereof provided the information is used for internal purposes. Furthermore, the LICENSEE may incorporate graphic data, abstracts, full text or portions thereof contained in the digital tax maps into the LICENSEE's own independently sourced or developed product for commercial purposes. However, the LICENSEE may not convert the data file format to any other format for any reason. The LICENSEE may not sell the digital tax maps, map data, full text or portions, contained therein, in their original form. The LICENSEE shall limit the usage of the digital tax maps only to those specifically authorized by this LICENSE AGREEMENT.

C. This LICENSE AGREEMENT is in effect for the time period _____.

2. WARRANTY AND RISKS

A. THE COUNTY MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THE DIGITAL TAX MAPS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACCEPTS ALL RISKS THAT THE DIGITAL TAX MAPS PRODUCT LICENSED MAY NOT ACCOMPLISH ANY OR ALL EXPECTATIONS OF THE LICENSEE.

B. In no event shall the COUNTY be liable for any damages, including, but not limited to, direct or indirect, foreseeable, consequential, special, or loss of profits.

C. The LICENSEE agrees to indemnify, defend, and hold the COUNTY harmless from and against any and all claims from third parties arising out of, or in any way related to, the LICENSEE's use of digital tax maps.

D. The following clause shall appear on all maps or plans or documents created through

the use of this data:

“This map was prepared by data compiled from recorded subdivision plats, parcel plats, deeded description data, and other records owned by Chesterfield County. The County of Chesterfield assumes no legal responsibility or liability for any of the information contained on this map.”

3. PRICE AND PAYMENT AND ROYALTY.

A. The LICENSEE's obligations of payment shall be to the COUNTY or its assignee.

All payments are due upon the execution of this LICENSE AGREEMENT.

B. Rates for the initial LICENSE updates and royalty provisions are contained in Appendix A.

C. All fees for the initial LICENSE AGREEMENT and updates are incurred upon execution of this LICENSE AGREEMENT. LICENSEE is responsible for all updates contracted for whether or not they are actually used by the LICENSEE.

D. Taxes, if any, are not included in the agreed upon price and will be invoiced separately. Any taxes applicable to this Agreement, will be the exclusive responsibility of the LICENSEE.

4. TERMINATION AND BREACH.

A. If the LICENSEE breaches any portion of this LICENSE AGREEMENT, the COUNTY may terminate this LICENSE AGREEMENT and any licenses granted hereunder without prior notice.

B. The LICENSEE may send in writing, thirty (30) days prior to the expiration of the LICENSE AGREEMENT, an application to renew the license granted by the COUNTY for an additional time period. The COUNTY may renew the rights granted to the LICENSEE in this

LICENSE AGREEMENT provided that additional fees, if any, determined by the COUNTY are paid with the application to renew.

C. Upon expiration of this LICENSE AGREEMENT, unless this LICENSE AGREEMENT has been renewed and the renewal fees have been paid in full, this LICENSE AGREEMENT and any licenses granted hereunder will be automatically terminated. Upon termination, all rights granted shall revert to the COUNTY. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of your possession or use of the digital tax maps, the LICENSEE shall return or destroy, as requested by the COUNTY, and all other materials pertaining to the licensed product. LICENSEE agrees to certify your compliance with such restriction upon the COUNTY's request.

D. In the event of a breach of any of the foregoing provisions by the LICENSEE, it is unlikely that the COUNTY will have an adequate remedy for damages. The COUNTY shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. COUNTY's right to obtain injunctive relief shall not limit its right to seek further remedies.

E. The COUNTY may enforce the provisions of this LICENSE AGREEMENT after the term of this LICENSE AGREEMENT has expired or the LICENSE AGREEMENT has terminated. These provisions shall continue in force into perpetuity for the purpose of such enforcement.

5. NONDISCLOSURE.

LICENSEE acknowledges and agrees that the COUNTY is the sole developer of the digital tax maps and has an exclusive proprietary interest in it. The LICENSEE is, therefore, estopped from bringing any legal action challenging the COUNTY's exclusive proprietary interest. LICENSEE

agrees that it will not sell, lease, appropriate, reproduce, or otherwise disclose to others any licensing, except as provided in section 3. LICENSEE agrees to take all steps reasonably necessary to insure that none of its agents, representatives, officers, employees, other companies violate or attempt to violate the nondisclosure provisions of this paragraph. In the event of a breach of the nondisclosure provisions of this paragraph, the COUNTY shall be entitled to injunctive relief in addition to any other relief which may be available.

6. PUBLIC INFORMATION.

The LICENSEE acknowledges and agrees that map product does not constitute a document for public information purposes because the COUNTY is not required by law to abstract, summarize, produce such material and data. Accordingly, the LICENSEE agrees that the map product which the LICENSEE is being permitted to use are not documents or information which the COUNTY is otherwise required to provide to the LICENSEE by law.

8. NOTICES.

All notices required or permitted by this LICENSEE shall be in writing. Any such notice shall be deemed to have been duly given when actually received by the other party or when deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

PURCHASERS:

COUNTY:

Department of Environmental Engineering
County of Chesterfield
P. O. Box 40
Chesterfield, Virginia 23832

9. GENERAL TERMS AND CONDITIONS.

A. The COUNTY will not be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond their reasonable and exclusive control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, fire, flood, accidents, strikes or labor shortages, transportation facilities shortages or failures of equipment.

B. This LICENSE AGREEMENT and the license granted herein may not be assigned by the LICENSEE to any third party.

C. If any term or condition of this LICENSE AGREEMENT is found by a court or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect.

D. This LICENSE AGREEMENT represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. There are no representations, warranties, promises, covenants or undertakings, except as described herein.

E. The validity and construction of the LICENSE AGREEMENT shall be governed by the laws of the Commonwealth of Virginia. Any claims, actions, or disputes which arise concerning or relating to this Agreement shall be brought in the Circuit Court of Chesterfield County and in no other forum.

FOR THE LICENSEE:

Name: _____

Title: _____

Institution Name: _____

Signature: _____

Date: _____

FOR CHESTERFIELD COUNTY:

Name: _____

Title: _____

Signature: _____

Date: _____

Appendix A

One Time Startup Costs

Item	Product	Price
A	Base Data ***book replacement, no charge***	\$400.00
B	Water facilities layer only	\$60.00
C	Sewer facilities layer only	\$60.00
D	Water and Sewer facilities layers	\$120.00
E	Topography (on a separate CD)	\$400.00
F	Zoning	\$120.00
G	Buildings Layer	\$60.00
H	Roads Layer	\$60.00

Licensing of Data

The first CD purchase of the digital tax maps allows the firm to place the data on two individual PCs in the office. These are called "seats". Additional seats may be licensed for \$100.00 per seat.

Pre-paid Maintenance Costs

Item	Product	Price
A-1	Monthly updates to base data	\$420.00 prorated
B-1	Monthly updates to water facilities	\$60.00 prorated
C-1	Monthly updates to sewer facilities	\$60.00 prorated
D-1	Monthly updates to water and sewer facilities	\$120.00 prorated
E-1	Monthly updates to zoning	\$120.00 prorated
A-11	Annual updates to base data (March)	\$150.00
B-11	Annual updates to water facilities (March)	\$20.00
C-11	Annual updates to sewer facilities (March)	\$20.00
D-11	Annual updates to water and sewer facilities (March)	\$40.00
E-11	Annual updates to zoning (March)	\$40.00
A-12	Semi-annual updates to base data (March and Sept)	\$300.00
B-12	Semi-annual updates to water facilities (March and Sept)	\$40.00
C-12	Semi-annual updates to sewer facilities (March and Sept)	\$40.00
D-12	Semi-annual updates to water and sewer facilities (March and Sept)	\$80.00
E-12	Semi-annual updates to zoning (March and Sept)	\$80.00

Item	Product	Price
A-31	Quarterly updates to base data	\$400.00 prorated
B-31	Quarterly updates to water facilities	\$50.00 prorated
C-31	Quarterly updates to sewer facilities	\$50.00 prorated
D-31	Quarterly updates to water and sewer facilities	\$100.00 prorated
E-31	Quarterly updates to zoning	\$100.00 prorated

Digital Data Order Form
2006

Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Item	Product	Number of Months		Price per Month		Total Price
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
Subtotal of All Items						
VA Residents Add Tax (5.0%)						
Total Due						

Make checks payable to Treasurer, Chesterfield County